

INDIANA COMMERCIAL COURT

STATE OF INDIANA)	IN THE MARION SUPERIOR COURT
) SS:	
COUNTY OF MARION)	CAUSE NO:
JOSHUA PAYNE-ELLIOTT,)	
)	
Plaintiff,)	
)	
v.)	
)	
ROMAN CATHOLIC ARCHDIOCESE)	
OF INDIANAPOLIS, INC.,)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, Joshua Payne-Elliott (“Payne-Elliott”), by counsel, files this Complaint for Damages and Demand for Jury Trial against Roman Catholic Archdiocese of Indianapolis, Inc. (“Archdiocese”).

I. PARTIES AND VENUE

1. Payne-Elliott is a citizen of Indiana and a resident of Marion County, Indiana.
2. Roman Catholic Archdiocese of Indianapolis, Inc. is a non-profit domestic corporation located at 1400 North Meridian Street, Indianapolis, IN 46202, Indianapolis, Indiana (Marion County).
3. Pursuant to Rule 2 of the Commercial Court Rules, this case is eligible for assignment to the Commercial Court Docket.

4. This Court has personal jurisdiction over the Archdiocese, and venue is proper in Marion County, because Archdiocese regularly conducts business in Marion County, and the events giving rise to the claims occurred in Marion County.¹

5. Venue is proper pursuant to Rule 2 of the Commercial Court Rules.

II. FACTUAL ALLEGATIONS

6. Payne-Elliott incorporates all other paragraphs in this Complaint as if fully set forth herein.

7. From August 2006 to June 23, 2019, Payne-Elliott worked at Cathedral High School (“Cathedral”) as a world language and social studies teacher.

8. The Archdiocese exercises significant control over Cathedral, including, but not limited to, its recognition of Cathedral as a Catholic school.

9. The Archbishop of the Archdiocese is the Most Reverend Charles C. Thompson.

10. Payne-Elliott is a homosexual male and has been in a same-sex marriage with his spouse since 2017. Payne-Elliott’s spouse is a teacher at Brebeuf Jesuit Preparatory School.

11. Between August 2006 and June 2019, Cathedral employed Payne-Elliott pursuant to a teacher contract that was renewed on an annual basis.

12. On May 21, 2019, Cathedral offered Payne-Elliott a teaching contract for the 2019-2020 school year, which Payne-Elliott accepted and signed. A true and accurate copy of Payne-Elliott’s teaching contract for 2019-2020 school year is attached as Exhibit A.

13. On May 24, 2019, Cathedral’s President, Robert Bridges, told Payne-Elliott that Cathedral expected to receive a letter from the Archdiocese stating that, in order for Cathedral to

¹ Payne-Elliott filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) on June 3, 2019 (Charge No. 470-2019-02926), and a second Charge of Discrimination (alleging retaliation) on July 9, 2019 (Charge No. 470-2019-03444). Payne-Elliott intends to amend his Complaint to add discrimination and retaliation claims under Title VII of the Civil Rights Act upon his receipt of a Notice of Right to Sue from the EEOC.

retain its recognition as a Catholic school (and purportedly its tax-exempt status), it needed to adopt and enforce morals clause language used in teacher contracts at Archdiocesan schools.

14. On June 20, 2019, Brebeuf Jesuit Preparatory School issued a statement to the Brebeuf Jesuit Community stating, in part:

Brebeuf Jesuit was founded in 1962 as an independent Catholic Jesuit school. While we've enjoyed a collaborative partnership with the Archdiocese for nearly 57 years, we have always maintained control of our school's operations and governance, including our personnel decisions. It is our understanding that the Archdiocese of Indianapolis, at the direction of Archbishop Charles Thompson, will no longer formally recognize Brebeuf Jesuit as a Catholic school in the Archdiocese. We understand that a formal decree announcing the Archdiocese's decision will be published in *The Criterion* on or around Friday, June 21.

The decree follows a sincere and significant disagreement between the Archdiocese, on the one hand, and Brebeuf Jesuit and the USA Midwest Province of the Society of Jesus, on the other, regarding whether the Archdiocese or our school's leaders should make final governance decisions related to internal administrative matters at Brebeuf Jesuit and, in particular, the employment of our faculty and staff. Specifically, Brebeuf Jesuit has respectfully declined the Archdiocese's insistence and directive that we dismiss a highly capable and qualified teacher due to the teacher being a spouse within a civilly-recognized same-sex marriage.

<https://brebeuf.org/statement-to-the-brebeuf-jesuit-community/> (last visited July 2, 2019).

15. On June 21, 2019, Archbishop Thompson issued a decree stating, in part: “*The institution known as Brebeuf Jesuit Preparatory School (2801 W 86th St, Indianapolis, IN 46268), by its own selection, can no longer use the name Catholic and will no longer be identified or recognized as a Catholic institution by the Archdiocese of Indianapolis nor included in the listing of The Official Catholic Directory.*” (emphasis in original). A true and accurate copy of the Decree to Brebeuf Jesuit is attached as Exhibit B.

16. On information and belief, the Archdiocese gave Cathedral High School the same directive on the same timetable as the Brebeuf Jesuit directive, but Cathedral obtained an

extension of the deadline due to Payne-Elliott chaperoning a school sponsored trip which ended on June 21, 2019.

17. On Sunday, June 23, 2019, President Bridges met with Payne-Elliott and informed him that Cathedral was terminating Payne-Elliott's employment, effective immediately, at the direction of the Archdiocese.

18. President Bridges notified Payne-Elliott that the Archdiocese had "directed" Cathedral to terminate his employment, and that Cathedral was terminating him in accordance with the Archbishop's directive. He elaborated that Cathedral's action of terminating Payne-Elliott "feels like with a gun to our head."

19. President Bridges asserted no performance-based reason for Payne-Elliott's termination during the termination meeting, in spite of being asked for any performance-based reason for the decision.

20. President Bridges acknowledged during the termination meeting that Payne-Elliott was "a very good teacher."

21. President Bridges stated that sole reason for Payne-Elliott's termination was, "the Archbishop directed that we [Cathedral] can't have someone with a public same-sex marriage here and remain Catholic."

22. On June 23, 2019, Cathedral published a public letter to the "Cathedral Family" on its web site ("Cathedral letter"). A true and accurate copy of the Cathedral letter is attached as Exhibit C.

23. The Cathedral letter stated, in part, "Archbishop Thompson made it clear that Cathedral's continued employment of a teacher in a public, same-sex marriage would result in

our forfeiting our Catholic identity due to our employment of an individual living in contradiction to Catholic teaching on marriage.”

24. The Cathedral letter further stated, “[t]herefore, in order to remain a Catholic Holy Cross School, Cathedral must follow the direct guidance given to us by Archbishop Thompson and separate from the teacher.”

III. LEGAL ALLEGATIONS

Count I: Intentional Interference with Contractual Relationship

25. Payne-Elliott incorporates all other paragraphs in this Complaint as if fully set forth herein.

26. Payne-Elliott and Cathedral had a valid and existing contract for Payne-Elliott’s employment with Cathedral for the remainder of the 2018-2019 school year and also for the 2019-2020 school year.

27. Based on his thirteen years of successful employment, positive performance evaluations, and excellent professional reputation, Payne-Elliott had every reason to expect to continue to teach at Cathedral for the foreseeable future.

28. Archdiocese knew about Cathedral and Payne-Elliott’s contract.

29. Archdiocese intentionally interfered with Payne-Elliott’s contract with Cathedral by demanding that Cathedral terminate Payne-Elliott’s contract and by threatening to impose negative consequences on Cathedral if it refused to terminate Payne-Elliott’s contract.

30. Archdiocese’s interference with Payne-Elliott’s contract with Cathedral was not justified.

31. As a result of Archdiocese’s intentional interference with contractual relationship between Payne-Elliott and Cathedral High School, Payne-Elliott has suffered injuries and

damages, including, but not limited to, lost compensation and wages, lost employer provided benefits, out of pocket expenses, emotional distress, and damage to his reputation.

Count II: Intentional Interference with Employment Relationship

32. Payne-Elliott incorporates all other paragraphs in this Complaint as if fully set forth herein.

33. Payne-Elliott and Cathedral had a valid and existing employment relationship.

34. Archdiocese knew about Payne-Elliott's employment relationship with Cathedral.

35. Archdiocese intentionally interfered with Payne-Elliott's employment relationship with Cathedral by demanding that Cathedral terminate Payne-Elliott's employment and by threatening negative consequences for Cathedral if Cathedral refused.

36. Archdiocese's interference with Payne-Elliott's employment with Cathedral was not justified.

37. As a result of Archdiocese's intentional interference with employment relationship between Payne-Elliott and Cathedral High School, Payne-Elliott has suffered injuries and damages, including, but not limited to, lost compensation and wages, lost employer provided benefits, out of pocket expenses, emotional distress, and damage to his reputation.

RELIEF REQUESTED

WHEREFORE, Payne-Elliott requests the following relief from the Archdiocese:

1. Compensatory damages, including but not limited to lost earnings, lost benefits, loss of future earning capacity, out of pocket expenses, emotional distress, and reputational injury;
2. Emotional distress, mental anguish, and pain and suffering;
3. Liquidated and/or punitive damages;

4. Pre-judgment and post-judgment interest;
5. Attorney's fees and costs; and
6. All other legal and/or equitable relief to which Payne-Elliott is entitled.

Respectfully submitted,

/s/ Kathleen A. DeLaney
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Attorneys for Joshua Payne-Elliott

JURY DEMAND

Plaintiff, Joshua Payne-Elliott, by counsel, hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Kathleen A. DeLaney
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